



## 95TH GENERAL ASSEMBLY

### State of Illinois

2007 and 2008

SB2379

Introduced 2/14/2008, by Sen. Deanna Demuzio

#### SYNOPSIS AS INTRODUCED:

105 ILCS 5/10-22.31

from Ch. 122, par. 10-22.31

Amends the School Code. In a Section allowing school boards to enter into joint agreements with other school boards with respect to special education matters, provides that an amendment to an agreement may include the removal of a school district from or the addition of a school district to the joint agreement without a petition as otherwise required in the Section if all member districts adopt concurring resolutions to that effect. Makes changes concerning a petition for withdrawal of a district from the joint agreement, including requiring the hearing on the petition to be in accordance with State Board of Education rules and changing how the vote on approval of the petition is determined. Effective immediately.

LRB095 15741 NHT 41748 b

1 AN ACT concerning education.

2 **Be it enacted by the People of the State of Illinois,**  
3 **represented in the General Assembly:**

4 Section 5. The School Code is amended by changing Section  
5 10-22.31 as follows:

6 (105 ILCS 5/10-22.31) (from Ch. 122, par. 10-22.31)  
7 Sec. 10-22.31. Special education.

8 (a) To enter into joint agreements with other school boards  
9 to provide the needed special educational facilities and to  
10 employ a director and other professional workers as defined in  
11 Section 14-1.10 and to establish facilities as defined in  
12 Section 14-1.08 for the types of children described in Sections  
13 14-1.02 through 14-1.07. The director (who may be employed  
14 under a multi-year contract as provided in subsection (c) of  
15 this Section) and other professional workers may be employed by  
16 one district, which shall be reimbursed on a mutually agreed  
17 basis by other districts that are parties to the joint  
18 agreement. Such agreements may provide that one district may  
19 supply professional workers for a joint program conducted in  
20 another district. Such agreement shall provide that any  
21 full-time school psychologist who is employed by a joint  
22 agreement program and spends over 50% of his or her time in one  
23 school district shall not be required to work a different

1 teaching schedule than the other school psychologists in that  
2 district. Such agreement shall include, but not be limited to,  
3 provisions for administration, staff, programs, financing,  
4 housing, transportation, an advisory body, and the withdrawal  
5 of districts from the joint agreement. Except as otherwise  
6 provided in this Section and Section 10-22.31.1, the withdrawal  
7 of districts from the joint agreement shall be by petition to  
8 the regional board of school trustees. Such agreement may be  
9 amended at any time as provided in the joint agreement or, if  
10 the joint agreement does not so provide, then such agreement  
11 may be amended at any time upon the adoption of concurring  
12 resolutions by the school boards of all member districts. Such  
13 an amendment may include the removal of a school district from  
14 or the addition of a school district to the joint agreement  
15 without a petition as otherwise required in this Section if all  
16 member districts adopt concurring resolutions to that effect. A  
17 fully executed copy of any such agreement or amendment entered  
18 into on or after January 1, 1989 shall be filed with the State  
19 Board of Education. Petitions ~~Such petitions~~ for withdrawal  
20 shall be made to the regional board or boards of school  
21 trustees exercising oversight or governance over any ~~of all~~  
22 ~~counties having jurisdiction over one or more~~ of the districts  
23 in the joint agreement. Upon receipt of a petition for  
24 withdrawal, the regional board or boards of school trustees  
25 ~~having jurisdiction over the cooperating districts~~ shall  
26 publish notice of and conduct a hearing or a joint hearing, in

1 instances in which more than one regional board of school  
2 trustees exercises oversight or governance over any of the  
3 districts in the joint agreement, on the issue as provided in  
4 Section 7-6 and in accordance with rules adopted by the State  
5 Board of Education. No such petition may be considered,  
6 however, unless in compliance with Section 7-8. In instances in  
7 which a single regional board of school trustees holds the  
8 hearing, approval of the petition must be by a two-thirds  
9 majority vote of the school trustees. In instances in which a  
10 joint hearing of 2 or more regional boards of school trustees  
11 is required, approval of the petition must be by a simple  
12 majority of all regional boards required to participate in the  
13 hearing, with approval by a regional board being determined by  
14 a two-thirds majority vote of its school trustees. If the  
15 petition is approved ~~by a 2/3 vote of all trustees of those~~  
16 ~~regional boards, at a joint meeting,~~ the withdrawal takes  
17 effect as provided in Section 7-9 of this Act.

18 (b) To either (1) designate an administrative district to  
19 act as fiscal and legal agent for the districts that are  
20 parties to the joint agreement, or (2) designate a governing  
21 board composed of one member of the school board of each  
22 cooperating district and designated by such boards to act in  
23 accordance with the joint agreement. No such governing board  
24 may levy taxes and no such governing board may incur any  
25 indebtedness except within an annual budget for the joint  
26 agreement approved by the governing board and by the boards of

1 at least a majority of the cooperating school districts or a  
2 number of districts greater than a majority if required by the  
3 joint agreement. The governing board may appoint an executive  
4 board of at least 7 members to administer the joint agreement  
5 in accordance with its terms. However, if 7 or more school  
6 districts are parties to a joint agreement that does not have  
7 an administrative district: (i) at least a majority of the  
8 members appointed by the governing board to the executive board  
9 shall be members of the school boards of the cooperating  
10 districts; or (ii) if the governing board wishes to appoint  
11 members who are not school board members, they shall be  
12 superintendents from the cooperating districts.

13 (c) To employ a director of a joint agreement program under  
14 a multi-year contract. No such contract can be offered or  
15 accepted for less than or more than 3 years, except for a  
16 person serving as a director of a special education joint  
17 agreement for the first time in Illinois. In such a case, the  
18 initial contract shall be for a 2 year period. Such contract  
19 may be discontinued at any time by mutual agreement of the  
20 contracting parties, or may be extended for an additional 3  
21 years at the end of any year.

22 The contract year is July 1 through the following June  
23 30th, unless the contract specifically provides otherwise.  
24 Notice of intent not to renew a contract when given by a  
25 controlling board or administrative district must be in writing  
26 stating the specific reason therefor. Notice of intent not to

1 renew the contract must be given by the controlling board or  
2 the administrative district at least 90 days before the  
3 contract expires. Failure to do so will automatically extend  
4 the contract for one additional year.

5 By accepting the terms of the multi-year contract, the  
6 director of a special education joint agreement waives all  
7 rights granted under Sections 24-11 through 24-16 for the  
8 duration of his or her employment as a director of a special  
9 education joint agreement.

10 (d) To designate a district that is a party to the joint  
11 agreement as the issuer of bonds or notes for the purposes and  
12 in the manner provided in this Section. It is not necessary for  
13 such district to also be the administrative district for the  
14 joint agreement, nor is it necessary for the same district to  
15 be designated as the issuer of all series of bonds or notes  
16 issued hereunder. Any district so designated may, from time to  
17 time, borrow money and, in evidence of its obligation to repay  
18 the borrowing, issue its negotiable bonds or notes for the  
19 purpose of acquiring, constructing, altering, repairing,  
20 enlarging and equipping any building or portion thereof,  
21 together with any land or interest therein, necessary to  
22 provide special educational facilities and services as defined  
23 in Section 14-1.08. Title in and to any such facilities shall  
24 be held in accordance with the joint agreement.

25 Any such bonds or notes shall be authorized by a resolution  
26 of the board of education of the issuing district. The

1 resolution may contain such covenants as may be deemed  
2 necessary or advisable by the district to assure the payment of  
3 the bonds or notes. The resolution shall be effective  
4 immediately upon its adoption.

5 Prior to the issuance of such bonds or notes, each school  
6 district that is a party to the joint agreement shall agree,  
7 whether by amendment to the joint agreement or by resolution of  
8 the board of education, to be jointly and severally liable for  
9 the payment of the bonds and notes. The bonds or notes shall be  
10 payable solely and only from the payments made pursuant to such  
11 agreement.

12 Neither the bonds or notes nor the obligation to pay the  
13 bonds or notes under any joint agreement shall constitute an  
14 indebtedness of any district, including the issuing district,  
15 within the meaning of any constitutional or statutory  
16 limitation.

17 As long as any bonds or notes are outstanding and unpaid,  
18 the agreement by a district to pay the bonds and notes shall be  
19 irrevocable notwithstanding the district's withdrawal from  
20 membership in the joint special education program.

21 (e) If a district whose employees are on strike was, prior  
22 to the strike, sending students with disabilities to special  
23 educational facilities and services in another district or  
24 cooperative, the district affected by the strike shall continue  
25 to send such students during the strike and shall be eligible  
26 to receive appropriate State reimbursement.

1           (f) With respect to those joint agreements that have a  
2 governing board composed of one member of the school board of  
3 each cooperating district and designated by those boards to act  
4 in accordance with the joint agreement, the governing board  
5 shall have, in addition to its other powers under this Section,  
6 the authority to issue bonds or notes for the purposes and in  
7 the manner provided in this subsection. The governing board of  
8 the joint agreement may from time to time borrow money and, in  
9 evidence of its obligation to repay the borrowing, issue its  
10 negotiable bonds or notes for the purpose of acquiring,  
11 constructing, altering, repairing, enlarging and equipping any  
12 building or portion thereof, together with any land or interest  
13 therein, necessary to provide special educational facilities  
14 and services as defined in Section 14-1.08 and including also  
15 facilities for activities of administration and educational  
16 support personnel employees. Title in and to any such  
17 facilities shall be held in accordance with the joint  
18 agreement.

19           Any such bonds or notes shall be authorized by a resolution  
20 of the governing board. The resolution may contain such  
21 covenants as may be deemed necessary or advisable by the  
22 governing board to assure the payment of the bonds or notes and  
23 interest accruing thereon. The resolution shall be effective  
24 immediately upon its adoption.

25           Each school district that is a party to the joint agreement  
26 shall be automatically liable, by virtue of its membership in

1 the joint agreement, for its proportionate share of the  
2 principal amount of the bonds and notes plus interest accruing  
3 thereon, as provided in the resolution. Subject to the joint  
4 and several liability hereinafter provided for, the resolution  
5 may provide for different payment schedules for different  
6 districts except that the aggregate amount of scheduled  
7 payments for each district shall be equal to its proportionate  
8 share of the debt service in the bonds or notes based upon the  
9 fraction that its equalized assessed valuation bears to the  
10 total equalized assessed valuation of all the district members  
11 of the joint agreement as adjusted in the manner hereinafter  
12 provided. In computing that fraction the most recent available  
13 equalized assessed valuation at the time of the issuance of the  
14 bonds and notes shall be used, and the equalized assessed  
15 valuation of any district maintaining grades K to 12 shall be  
16 doubled in both the numerator and denominator of the fraction  
17 used for all of the districts that are members of the joint  
18 agreement. In case of default in payment by any member, each  
19 school district that is a party to the joint agreement shall  
20 automatically be jointly and severally liable for the amount of  
21 any deficiency. The bonds or notes and interest thereon shall  
22 be payable solely and only from the funds made available  
23 pursuant to the procedures set forth in this subsection. No  
24 project authorized under this subsection may require an annual  
25 contribution for bond payments from any member district in  
26 excess of 0.15% of the value of taxable property as equalized

1 or assessed by the Department of Revenue in the case of  
2 districts maintaining grades K-8 or 9-12 and 0.30% of the value  
3 of taxable property as equalized or assessed by the Department  
4 of Revenue in the case of districts maintaining grades K-12.  
5 This limitation on taxing authority is expressly applicable to  
6 taxing authority provided under Section 17-9 and other  
7 applicable Sections of this Act. Nothing contained in this  
8 subsection shall be construed as an exception to the property  
9 tax limitations contained in Section 17-2, 17-2.2a, 17-5, or  
10 any other applicable Section of this Act.

11 Neither the bonds or notes nor the obligation to pay the  
12 bonds or notes under any joint agreement shall constitute an  
13 indebtedness of any district within the meaning of any  
14 constitutional or statutory limitation.

15 As long as any bonds or notes are outstanding and unpaid,  
16 the obligation of a district to pay its proportionate share of  
17 the principal of and interest on the bonds and notes as  
18 required in this Section shall be a general obligation of the  
19 district payable from any and all sources of revenue designated  
20 for that purpose by the board of education of the district and  
21 shall be irrevocable notwithstanding the district's withdrawal  
22 from membership in the joint special education program.

23 (Source: P.A. 89-397, eff. 8-20-95; 89-613, eff. 8-9-96;  
24 89-626, eff. 8-9-96; 90-103, eff. 7-11-97; 90-515, eff.  
25 8-22-97; 90-637, eff. 7-24-98; 90-655, eff. 7-30-98.)

26 Section 99. Effective date. This Act takes effect upon

1 becoming law.